

**#17 R-2020-096**

***May 6, 2020***

**Hollywood Beach Golf Course Renovation  
and Clubhouse Construction**

**Attached information was received from  
Joseph Goldstein, *Shutts and Bowen LLP*.  
*On behalf of Mark McCumber and Associates***

## Patricia Cerny

---

**From:** Douglas Gonzales  
**Sent:** Thursday, April 30, 2020 3:57 PM  
**To:** Patricia Cerny; Debra Reese  
**Subject:** Fwd: [EXT]McCumber-Wright Venture LLC - Mark McCumber and Associates  
**Attachments:** image005.jpg; ATT00001.htm; image006.jpg; ATT00002.htm; image007.jpg; ATT00003.htm; image008.jpg; ATT00004.htm; 7932335\_1\_(FTLDOCS)\_McCumber Wright Venture LLC - 2019 Annual Report.PDF; ATT00005.htm; 7932017\_1\_(FTLDOCS)\_Bank of Am., N.A. v. Nash, 200 So. 3d 131 (Fla. 5th DCA 2016).DOCX; ATT00006.htm; 7932008\_1\_(FTLDOCS)\_Wormd World, Inc. v. Ironwood Productions, Inc., 917 So. 2d 274 (Fla. 1st DCA 2005).DOCX; ATT00007.htm

This one should have attachments.

Please excuse any typos

Begin forwarded message:

**From:** "Joseph M. Goldstein" <[JGoldstein@shutts.com](mailto:JGoldstein@shutts.com)>  
**Date:** April 16, 2020 at 2:12:46 PM EDT  
**To:** "Douglas (Doug) Ralph Gonzales ([dgonzales@hollywoodfl.org](mailto:dgonzales@hollywoodfl.org))" <[dgonzales@hollywoodfl.org](mailto:dgonzales@hollywoodfl.org)>  
**Cc:** "Paul Bassar ([PBASSAR@hollywoodfl.org](mailto:PBASSAR@hollywoodfl.org))" <[PBASSAR@hollywoodfl.org](mailto:PBASSAR@hollywoodfl.org)>, "[Wishmael@hollywoodfl.org](mailto:Wishmael@hollywoodfl.org)" <[Wishmael@hollywoodfl.org](mailto:Wishmael@hollywoodfl.org)>, "[GZambrano@hollywoodfl.org](mailto:GZambrano@hollywoodfl.org)" <[GZambrano@hollywoodfl.org](mailto:GZambrano@hollywoodfl.org)>, "[ALinares@hollywoodfl.org](mailto:ALinares@hollywoodfl.org)" <[ALinares@hollywoodfl.org](mailto:ALinares@hollywoodfl.org)>, "Andrew E. Schwartz" <[ASchwartz@shutts.com](mailto:ASchwartz@shutts.com)>  
**Subject:** [EXT]McCumber-Wright Venture LLC - Mark McCumber and Associates

Doug –

Thank you so much for chatting with me about the McCumber issue. I hope you and your client will agree to a video call to discuss.

I wanted to supplement my letter to address the issue you elaborated on during our call regarding the non-registration of McCumber & Associates as a fictitious name owned by McCumber-Wright Venture, LLC at the time of the submission of the proposal. I do not believe that presents any legal impediment to moving forward with our client.

At the time of the submission, Mark McCumber & Associates was considered a division of the limited liability company McCumber Wright Venture LLC. See copy of the website below and mentioned several times in the proposal.

# MCCUMBER WRIGHT VENTURE

## A Family Tradition...

Mark McCumber & Associates, the design division of McCumber Wright Venture, LLC has achieved international recognition not only through the success of Mark McCumber as a professional golfer and member of the PGA TOUR, but also through the integrity of the classical architectural style for which the company has become known.



The contact person(s) for the Mark McCumber & Associates Team for this RFQ are:

James L. McCumber  
Managing Member  
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954.927.1751  
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**2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L01000022565

**Entity Name:** MCCUMBER-WRIGHT VENTURE, LLC

**Current Principal Place of Business:**

1600 JOHNSON ST.  
HOLLYWOOD, FL 33020

**Current Mailing Address:**

1600 JOHNSON ST.  
HOLLYWOOD, FL 33020 US

**FEI Number:** 01-0619141

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

MCCUMBER, JAMES L CEO  
1600 JOHNSON ST.  
HOLLYWOOD, FL 33020 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** JAMES MCCUMBER

04/22/2019

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title	MGRM	Title	AUTHORIZED MEMBER
Name	MCCUMBER, JAMES L	Name	MCCUMBER, JOSHUA J
Address	1600 JOHNSON ST.	Address	1600 JOHNSON ST.
City-State-Zip:	HOLLYWOOD FL 33020	City-State-Zip:	HOLLYWOOD FL 33020

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** JAMES MCCUMBER

MGRM

04/22/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date

200 So.3d 131  
District Court of Appeal of Florida,  
Fifth District.

BANK OF AMERICA, N.A., etc., Appellant,  
v.  
Linda A. NASH, et al., Appellees.

No. 5D14-4511.

May 6, 2016.

**Synopsis**

**Background:** Lender's successor by merger brought foreclosure action against borrower. The Circuit Court, Seminole County, Robert J. Pleus, Jr., Senior Judge, entered judgment in favor of borrower, finding that the promissory note and mortgage were void and ordering successor to repay all sums paid by borrower on the note and mortgage. Successor appealed.

**Holdings:** The District Court of Appeal held that:

[1] successor established its standing to enforce the note and foreclose the mortgage;

[2] any failure by original lender to obtain a license to do business did not invalidate the loan;

[3] successor was not required to prove that borrower received default letter as a condition precedent to foreclosure; and

[4] trial court could not order successor to repay all sums that borrower had paid on the note and mortgage.

Reversed and remanded.

West Headnotes (12)

- [1] **Mortgages and Deeds of Trust**—Persons  
Entitled to Foreclose; Plaintiffs

A crucial element in any mortgage foreclosure proceeding is that the party seeking foreclosure

must demonstrate that it has standing to foreclose.

1 Cases that cite this headnote

- [2] **Mortgages and Deeds of Trust**—Holders of obligations secured and their agents; non-holders in possession

The party that holds the promissory note and mortgage in question has standing to bring and maintain a foreclosure action. West's F.S.A. § 673.3011.

- [3] **Mortgages and Deeds of Trust**—Persons  
Entitled to Foreclose; Plaintiffs

If the promissory note does not name the plaintiff in a foreclosure action as the payee, the note must bear a special indorsement in favor of the plaintiff or a blank indorsement in order for the plaintiff to have standing to foreclose. West's F.S.A. § 673.3011.

- [4] **Mortgages and Deeds of Trust**—Loan  
servicers, nominees, and other agents of lenders

Successor by merger to original loan servicer established its standing to enforce borrower's promissory note and foreclose the mortgage securing the note; mortgage resolution associate employed by successor who was familiar with the loan provided un rebutted testimony that successor or entities that merged into it had always serviced the loan, and that entity named as the original lender was a business name of an entity that merged into successor, such that the loan had never been transferred. West's F.S.A. § 673.3011.

West's F.S.A. § 865.09(3), (9)(a, b).

3 Cases that cite this headnote

[5] **Appeal and Error**—Standing

A trial court's decision as to whether a party has satisfied the standing requirement is reviewed de novo.

[8] **Mortgages and Deeds of Trust**—Particular cases

Borrower waived, as an affirmative defense in foreclosure action, her alleged lack of receipt of the default letter, where failure to perform a condition precedent to foreclosure was not raised in borrower's affirmative defenses. West's F.S.A. RCP Rule 1.140(h).

[6] **Mortgages and Deeds of Trust**—Validity of underlying obligation  
**Mortgages and Deeds of Trust**—Persons entitled to sue; standing; parties  
**Mortgages and Deeds of Trust**—Lenders and mortgagees in general

Any failure by original lender named in mortgage loan to obtain a license to do business in the state where the property securing the loan was located did not invalidate the loan or preclude lender or its successor by merger from enforcing it; disciplinary measures for violation of licensure rules would include a fine or reprimand, rather than invalidation of the loan, and activities such as creating or acquiring indebtedness and mortgages, collecting debts, and enforcing mortgages did not constitute transacting business. West's F.S.A. §§ 494.0022, 494.0025, 607.1501(1), (2)(g, h); 494.0072 (Repealed).

[9] **Mortgages and Deeds of Trust**—Default

Mortgage lender's successor by merger was not required to prove that borrower received default letter as a condition precedent to bringing an action to foreclose the mortgage that secured the loan; promissory note stated that notice could be given by first class mail sent to the property address or a different address provided by the borrower, and did not require receipt of the notice.

1 Cases that cite this headnote

[7] **Mortgages and Deeds of Trust**—Validity of underlying obligation  
**Mortgages and Deeds of Trust**—Lenders and mortgagees in general

Any failure by mortgage lender to register the entity named as the lender in mortgage loan as a fictitious name did not invalidate the loan, so as to preclude lender's successor by merger from foreclosing the mortgage that secured the loan.

[10] **Mortgages and Deeds of Trust**—Rights of and relief to defendants in general

Trial court that ruled in favor of borrower in mortgage foreclosure action brought by lender's successor by merger, including determining that the promissory note and mortgage were void, could not order successor to repay all sums that borrower had paid on the note and mortgage, where borrower did not request such relief in her answer or affirmative defenses.

- [11] **Judgment** ~~↔~~ Necessity of pleadings  
**Judgment** ~~↔~~ Issues Raised by Pleadings  
**Judgment** ~~↔~~ Prayer for Relief in General

A trial court is without jurisdiction to award relief that was not requested in the pleadings or tried by consent; therefore, a judgment which grants relief wholly outside the pleadings is void.

2 Cases that cite this headnote

- [12] **Constitutional Law** ~~↔~~ Judgment or Other Determination

Granting relief which was neither requested by appropriate pleadings nor tried by consent is a violation of due process. U.S.C.A. Const.Amend. 14.

1 Cases that cite this headnote

\*133 Appeal from the Circuit Court for Seminole County, Robert J. Pleus, Jr., Senior Judge.

#### Attorneys and Law Firms

Mary J. Walter, of Liebler Gonzalez & Portuondo, Miami, for Appellant.

John G. Pierce, of Pierce & Associates, PLC, Orlando, for Appellee, Linda A. Nash.

Shawn Timothy Newman, Olympia, Pro Hac Vice, for Appellee, Homeowners SuperPAC.

#### Opinion

PER CURIAM.

Bank of America, N.A. ("Bank"), as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, appeals the trial court's final judgment denying its foreclosure action against Linda A.

Nash, invalidating the note and mortgage, ordering a refund of all mortgage payments, and awarding attorney's fees to Nash. We reverse.

In 2005, Nash executed a promissory note secured by a mortgage in favor of America's Wholesale Lender ("AWL"). Countrywide Home Loans, Inc., "a New York Corporation Doing Business as America's Wholesale Lender," subsequently indorsed the note in blank, and MERS, as nominee for AWL, assigned the mortgage to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loan Servicing, LP ("BAC"). In 2010, BAC sent a notice of default to Nash. When Nash failed to cure the default, Bank, successor by merger to BAC, filed a mortgage foreclosure complaint against her, alleging that all conditions precedent had been performed. Copies of the original mortgage and note, acceleration notice, and assignment of mortgage were attached to the complaint. Nash filed an answer and affirmative defenses, alleging that Bank did not have standing to foreclose and that the note and mortgage were invalid because both documents and the indorsement delineated AWL as both a corporation and a fictitious name.

Following a trial, the trial court entered a final judgment in favor of Nash, finding that Bank did not have standing to bring the action and that the note and mortgage were void because AWL was not incorporated when the loan was made, was not a licensed mortgage lender in Florida, and did not have authority to do business in Florida. The trial court then ordered Bank to repay to Nash all sums that she had paid on the note and mortgage as well as her attorney's fees.

[1] [2] [3] "A crucial element in any mortgage foreclosure proceeding is that the party seeking foreclosure must demonstrate that it has standing to foreclose." *McLean v. JP Morgan Chase Bank Nat'l Ass'n*, 79 So.3d 170, 173 (Fla. 4th DCA 2012) (finding that, to establish standing, plaintiff must show it held or owned note at time complaint was filed). Under section 673.3011, Florida Statutes (2011), a person entitled to enforce the note and foreclose on a mortgage is the holder of the note, a non-holder in possession of the note who has the rights of a holder, or a person not in possession of the note who is entitled to enforce under section 673.3091, Florida Statutes. Thus, "[t]he party that holds the note and mortgage in question has standing to bring and maintain a foreclosure action." *Deutsche Bank Nat'l Tr. Co. v. Lippi*, 78 So.3d 81, 84 (Fla. 5th DCA 2012). If the note does not name the plaintiff as the payee, the note must bear a special indorsement in favor of the plaintiff or a blank indorsement. See *Riggs v. Aurora \*134 Loan Servs., LLC*, 36 So.3d 932, 933 (Fla. 4th DCA 2010).



[4] [5] “A trial court’s decision as to whether a party has satisfied the standing requirement is reviewed de novo.” *Sosa v. Safeway Premium Fin. Co.*, 73 So.3d 91, 116 (Fla.2011). We conclude that the trial court erred in finding that Bank did not have standing to bring this action. According to the unrebutted testimony from Chad Anderson, a mortgage resolution associate with Bank who was familiar with the subject loan and its records, Bank, or entities that merged into Bank, had always serviced the loan. He identified AWL as the original lender and Countrywide as the original loan servicer. He testified that AWL was “a business entity or a business name under Countrywide” and that Countrywide, a New York corporation, was doing business as AWL. Mr. Anderson testified that Countrywide serviced the loan from commencement until April 27, 2009, when its name changed to BAC. In July 2011, BAC merged into Bank. Thus, the evidence shows that the loan was never transferred, and Bank, as a result of the merger with BAC, had standing to foreclose.

[6] In its final judgment, the trial court also found that AWL was not licensed or authorized to do business in Florida. This was not raised as an affirmative defense, and no record evidence establishes that AWL or Countrywide was not licensed as a mortgage lender in 2005. Even if AWL was required to obtain a license and did not do so, disciplinary measures for such a violation would include, among others, a fine or reprimand.<sup>1</sup> §§ 494.0025, 494.0072, Fla. Stat. (2005). The failure to comply with the licensing requirement would “not affect the validity or enforceability of any mortgage loan ....” § 494.0022, Fla. Stat. (2005). Likewise, while section 607.1501(1), Florida Statutes (2005), prohibits a foreign corporation from transacting business in Florida until it obtains a certificate of authority from the Department of State, activities including “[c]reating or acquiring indebtedness, mortgages, and security interests in real or personal property” or “[s]ecuring or collecting debts or enforcing mortgages and security interests in property securing the debts” do not constitute transacting business. § 607.1501(2)(g), (h), Fla. Stat. (2005). Thus, even assuming AWL/Countrywide was a foreign corporation, it did not need to obtain a certificate of authority in order to create or enforce a mortgage or note.

<sup>1</sup> While it is unlawful for any person to act as a mortgage lender in Florida without a current active license, see section 494.0025(1), Florida Statutes (2005), there are exceptions for

(a) A bank, bank holding company, trust company, savings and loan association, savings bank, credit union, or insurance company if the insurance company is duly licensed in this state.

(b) Any person acting in a fiduciary capacity

conferred by authority of any court.

(c) A wholly owned bank holding company subsidiary or a wholly owned savings and loan association holding company subsidiary that is approved or certified by the Department of Housing and Urban Development, the Veterans Administration, the Government National Mortgage Association, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation.

§ 494.006(1)(a)-(c), Fla. Stat. (2005).

[7] The only remaining issue concerns Nash’s claim that AWL was a fictitious name for Countrywide, if Countrywide failed to register that name. A person may not engage in business under a fictitious name unless the name is registered with the Division of Corporations of the Department of State. § 865.09(3), Fla. Stat. (2005). If a business fails to comply, \*135 it and any successors or assigns may not maintain any action, suit, or proceeding in any court. *Id.* § 865.09(9)(a). Here, there is no evidence to suggest that Countrywide failed to register AWL as a fictitious name, but, even so, such a failure to register “does not impair the validity of any contract, deed, mortgage, security interest, lien, or act of such business and does not prevent such business from defending any action, suit, or proceeding in any court of this state.” *Id.* § 865.09(9)(b).

[8] [9] The trial court also found that a condition precedent of the foreclosure had not been met because there was no receipt of the default letter. However, the failure to perform a condition precedent was not raised in Nash’s affirmative defenses. As a result, the defense is waived. Fla. R. Civ. P. 1.140(h). Even had it been properly raised, it was meritless.

According to Mr. Anderson, the default letter was mailed to Nash at her designated mailing address. The trial court’s conclusion that Bank was required to establish proof of delivery in order to establish that it met all required conditions precedent to foreclosure was misplaced. Here, the note states that

[u]nless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of

my different address.

Thus, under the note, notices may be mailed to the property address or to a different address, if designated. Bank did so. The fact that the letter may not have been received is irrelevant.

[10] [11] [12] Bank also argues that the trial court erred by granting relief beyond Nash's pleadings, specifically, by invalidating the note and mortgage and ordering Bank to return all prior mortgage payments when Nash never requested this relief. "A trial court is without jurisdiction to award relief that was not requested in the pleadings or tried by consent." *Wachovia Mortg. Corp. v. Posti*, 166 So.3d 944, 945 (Fla. 4th DCA 2015). Therefore, "a judgment which grants relief wholly outside the pleadings is void." *Bank of N.Y. Mellon v. Reyes*, 126 So.3d 304, 309 (Fla. 3d DCA 2013); see *Mullne v. Sea-Tech Constr. Inc.*, 84 So.3d 1247, 1249 (Fla. 4th DCA 2012). Further, granting relief, which was neither requested by appropriate pleadings, nor tried by consent, is a violation of due process. *Posti*, 166 So.3d at 945-46. Pleadings sufficient to invoke a court's jurisdiction, according to the rules of civil procedure, include a complaint, petition,

counterclaim, crossclaim, and a third-party complaint. Fla. R. Civ. P. 1.100(a).

We agree that the trial court erred by granting relief that was outside the scope of the pleadings. Nash alleged in her answer and affirmative defenses that the note and mortgage were invalid, but no request for repayment was pled.

For these reasons, we reverse the judgment in favor of Nash and remand for entry of judgment in favor of Bank. We also reverse the award of attorney's fees in favor of Nash.

REVERSED and REMANDED.

ORFINGER, BERGER and EDWARDS, JJ., concur.

#### All Citations

200 So.3d 131, 41 Fla. L. Weekly D1099

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917 So.2d 274

District Court of Appeal of Florida,  
First District.

WORM WORLD, INC. d/b/a Luck "E" Strike, etc.,  
et al. Appellants,

v.

IRONWOOD PRODUCTIONS, INC., etc., et al.,  
Appellee.

No. 1D05-0391.

Dec. 19, 2005.

#### Synopsis

**Background:** Production company brought breach of contract action against fictitiously named company and registered owner of fictitious name arising from fictitiously named company's alleged breach of sponsorship agreement with production company. Registered owner moved to dismiss the action against it. The Circuit Court, Duval County, Charles O. Mitchell, Jr., J., determined that the fictitiously named company and registered owner breached the agreement at issue and were jointly and severally liable for damages. Fictitiously named company and registered owner appealed.

**[Holding:]** The District Court of Appeal held that registered owner was not liable.

Reversed and remanded.

West Headnotes (3)

[1] **Names**—Assumed names

A fictitious name has no independent legal existence; rather, it is a fiction involving the name of the real party in interest, and nothing more.

2 Cases that cite this headnote

[2] **Names**—Assumed names

It is unlawful for a person or entity to engage in or transact business under a fictitious name without first registering it; however, the failure to comply with the registration requirements does not impair the validity of any contract entered into by the party conducting business under an unregistered fictitious name. West's F.S.A. § 865.09(3, 9); V.A.M.S. § 417.230 (2001).

5 Cases that cite this headnote

[3] **Corporations and Business Organizations**—  
Use of corporate name

Registered owner of fictitious name used by company that had entered into sponsorship agreement with production company was not liable to the production company for breach of contract; company using the fictitious name was conducting business under such name when it entered into the sponsorship agreement, the fictitiously named company was the party that actually entered into the sponsorship agreement, and although the fictitious name was not registered, the sponsorship contract was valid and enforceable.

5 Cases that cite this headnote

#### Attorneys and Law Firms

\*274 Tracy S. Carlin, Esq. of Mills & Carlin, P.A.,  
Jacksonville, for Appellants.

James A. Bledsoe, Jr., Esq., Jacksonville, for Appellee.

#### Opinion

PER CURIAM.

Appellants, Worm World, Inc. ("Worm World") and Luck "E" Strike Corporation, seek review of the trial court's Final Judgment holding them jointly and severally liable for damages resulting from a breach \*275 of contract.

Appellants raise four issues on appeal, only one of which merits discussion. Appellants contend that the trial court erred in entering judgment against appellant Worm World because the sponsorship agreement was between appellee, Ironwood Productions, Inc., and appellant Luck "E" Strike Corporation. We agree and, therefore, reverse the Final Judgment as to appellant Worm World and remand.

Between 1997 and 2000, appellee, a company that was engaged in the production and distribution of a twenty-six week television series entitled "One More Cast with Shaw Grigsby," entered into sponsorship agreements with Luck "E" Strike USA ("LES USA"), agreeing to advertise LES USA's products during the series. Prior to filing suit against appellants for breach of contract and quantum meruit, appellee was unaware that LES USA was a fictitious name registered in Missouri. Upon filing suit, appellee learned that appellant Worm World was the registered owner of the fictitious name. Appellant Worm World moved to dismiss the action against it on the basis that it had sold all or substantially all of its assets to appellant Luck "E" Strike Corporation in July 1994, including the right to use the fictitious name LES USA, and had not conducted any business in the fishing industry since then.<sup>1</sup> The trial court subsequently determined that appellants breached the sponsorship agreement at issue and were jointly and severally liable for damages in the amount of \$87,151.98. This appeal followed.

<sup>1</sup> Appellant Luck "E" Strike Corporation did not register the fictitious name LES USA until 2003 when appellant Worm World cancelled its registration of the name.

[1] [2] A fictitious name has no independent legal existence. *Osmo Tec SACV Co. v. Crane Envtl., Inc.*, 884 So.2d 324, 327 (Fla. 2d DCA 2004). Rather, it is a "fiction involving the name of the real party in interest, and nothing more." *Riverwalk Apartments, L.P. v. RTM Gen. Contractors, Inc.*, 779 So.2d 537, 539 (Fla. 2d DCA 2000). In both Florida, where the action was filed, and in Missouri, where

the fictitious name is registered, it is unlawful for a person or entity to engage in or transact business under a fictitious name without first registering it. *See* §§ 865.09(3), 865.09(9)(c), Fla. Stat. (2001); Mo. Ann. Stat. § 417.230 (2001). However, the failure to comply with the registration requirements does not impair the validity of any contract entered into by the party conducting business under an unregistered fictitious name. *See* § 865.09(9)(b), Fla. Stat. (2001); *Phillips v. Hoke Constr., Inc.*, 834 S.W.2d 785, 788 (Mo.Ct.App.1992).

[3] Here, although appellant Worm World was the registered owner of the fictitious name LES USA during the period in question, the evidence establishes that appellant Luck "E" Strike Corporation was conducting business using the fictitious name when it entered into the agreement at issue. Although appellant Luck "E" Strike Corporation may be held criminally liable for conducting business under a fictitious name not registered to it, any contracts entered into under the name, including the one at hand, are valid and enforceable. Thus, because appellant Luck "E" Strike Corporation was the party who actually entered into the sponsorship agreements with appellee, it alone is liable to appellee for its breach of the agreement at issue.

Accordingly, we REVERSE the Final Judgment as to appellant Worm World and REMAND for further proceedings.

WEBSTER, PADOVANO and LEWIS, JJ., concur.

#### All Citations

917 So.2d 274, 30 Fla. L. Weekly D2850

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## Patricia Cerny

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**From:** Douglas Gonzales  
**Sent:** Monday, May 04, 2020 1:48 PM  
**To:** Patricia Cerny  
**Subject:** FW: [EXT]Agenda Item No. 17 - RPQ No. PR 19-018, McCumber-Wright\_s Objection to Proposed Award to SRS.PDF  
**Attachments:** 7942133\_1\_(FTLDOCS)\_Agenda Item No. 17 - RPQ No. PR 19-018, McCumber-Wright\_s Objection to Proposed Award to SRS.PDF

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**From:** Joseph M. Goldstein [mailto:JGoldstein@shutts.com]  
**Sent:** Sunday, May 3, 2020 9:14 AM  
**To:** Paul Bassar <PBASSAR@hollywoodfl.org>; Patricia Cerny <PCERNY@hollywoodfl.org>; 'Wazir Ishmael (wazirishmael@gmail.com)' <wazirishmael@gmail.com>; Gus Zambrano <GZAMBRANO@hollywoodfl.org>; Douglas Gonzales <DGONZALES@hollywoodfl.org>  
**Cc:** Andrew E. Schwartz <ASchwartz@shutts.com>; Josee L. Goodwin <JGoodwin@shutts.com>  
**Subject:** [EXT]Agenda Item No. 17 - RPQ No. PR 19-018, McCumber-Wright\_s Objection to Proposed Award to SRS.PDF

Consistent with the Cone of Silence Ordinance, please find the attached communication regarding RPQ No. PR 19-108, Agenda Item No. 17, for the May 6, 2020 City Commission Meeting, to be attached to the City Commission Item, including Exhibits 1-6, which are included in the attached zip file and the second of 2 e-mails

Thank you

### Joseph M. Goldstein

*Partner, Board Certified in Business Litigation*

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### Shutts & Bowen LLP

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